



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

January 8, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT WITH SKID ROW HOUSING TRUST
FOR PROJECT 50 HOUSING AND CASE MANAGEMENT SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Chief Executive Officer, or his designee, to execute an agreement with Skid Row Housing Trust, in a form substantially similar to "Agreement By and Between County of Los Angeles and Skid Row Housing Trust for Skid Row Demonstration Project for Chronic Homelessness – Project 50 - Housing" effective upon execution through December 31, 2009, in the maximum contract amount of \$503,752.00 for Project 50 housing and case management services.
2. Delegate authority to the Chief Executive Officer, or his designee, to negotiate and execute contract amendments to increase the maximum contract amount, based upon the availability of funding and the need for additional services, provided that:
a) the amount of change does not exceed 25 percent of the original contract amount; b) approval of County Counsel is obtained prior to such amendment; and c) the Chief Executive Officer or his designee confirms in writing to the Board of Supervisors within 30 days after execution that such amendments have been executed.
3. Approve the Appropriation Adjustment in the amount of \$3,215,000 to transfer from the Department of Public Social Services unspent Fiscal Year 2006-07 General Relief Rental Subsidy funds back into the Homeless and Housing Program Fund.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/ JUSTIFICATION OF RECOMMENDED ACTION

On November 20, 2007, your Board authorized the Chief Executive Officer to enter into an agreement with Common Ground of New York (Common Ground) to provide training and technical assistance to the County in counting and preparing a register of the homeless single adults sleeping in the historic district of downtown Los Angeles known as Skid Row.

The purpose of the count and registry activities was to identify the 50 most vulnerable individuals living on the streets in Skid Row. After identification of these 50 most vulnerable chronically homeless persons, known as "anchors" on the streets, Common Ground will train County and other local agency staff to conduct outreach and engagement directed towards moving the 50 people to permanent supportive housing. The project is known as Project 50.

The housing for the 50 anchors will be provided by Skid Row Housing Trust (SRHT), a nonprofit organization that provides permanent supportive housing for homeless single adults. On November 20, 2007, your Board instructed the Chief Executive Officer to return for approval of contract sum and term prior to execution of an agreement with SRHT. A draft Agreement between the County of Los Angeles and Skid Row Housing Trust that details the scope of work, contract amount, and term is included as Attachment A.

Skid Row Housing Trust will provide two full-time case managers to oversee the 50 anchors and a part-time project manager to handle administrative tasks. One of the case managers will serve initially as a housing specialist and will provide housing assistance through outreach efforts and case management including housing assessment, assistance with housing applications and required documentation, coordination of housing appointments and interviews, housing placement services, and move-in assistance. As Project slots are filled, this position will transition to a traditional case manager position, whose duties are specified below.

The second case manager will provide individual assessment and intensive case management to Project 50 anchors in coordination with an integrated support services team comprised of County staff and a contract agency, and housing retention assistance. Case Managers will also be responsible for documentation of participant goals, progress, and plans in individualized treatment plans, and data entry as required for program evaluation.

The part-time project manager will coordinate and provide direction to the overall collaborative effort, supervise SRHT project staff, meet monthly with public and private collaborative partners, oversee the project, collect data on outcomes, and complete and submit required reports.

Under this agreement, SRHT will provide office space which will include offices for County, SRHT, and contract medical staff, space for a medical exam room, and access to a large group room for support groups and staff meetings. All necessary supplies and equipment for SRHT personnel are included in the agreement, as well. Also, SRHT may supply transitional housing to the 50 before their Shelter Plus Care vouchers are approved.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the County Strategic Plan Goals of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Client Centered Health and Mental Health Services (Goal 7).

FISCAL IMPACT/FINANCING

The agreement with Skid Row Housing Trust will not require additional funding. The \$503,752 project costs will be funded by unspent funds in the Fiscal Year 2006-07 General Relief Rental Subsidy portion of the Homeless Prevention Initiative (HPI)/Homeless and Housing Program Fund (HHPF). The Appropriation Adjustment (Attachment B) reflects the transfer of \$3,215,000 from the Department of Public Social Services to the HHPF. We will provide your Board at a later date with a specific spending plan for the other costs related to Project 50, some of which will be funded through the remaining \$2,711,000 transferred back to the HHPF from DPSS. A companion Board letter, also on the January 8, 2008 agenda, outlines other intended uses for these funds related to Project 50.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The total maximum contract sum of the agreement shall be \$503,752.00. The agreement shall be effective upon execution by the Chief Executive Officer, or his designee, and shall continue through December 31, 2009. The proposed agreement includes all required County contract language. Through negotiations, the indemnification language was modified to except SRHT from indemnifying and defending County for liability due to County's sole negligence.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this recommendation will result in providing housing for the 50 most vulnerable individuals living on Skid Row. During Common Ground's registry process, these individuals have reported using many more County provided services than their counterparts living on the same streets. After successfully moving into permanent housing and connecting with consistent and appropriate levels of services, County provided services for these 50 should be less costly. Success with these 50 people will set the stage for program expansion and even greater reductions in utilization of costly services.

The Honorable Board of Supervisors
January 8, 2008
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CONCLUSION

Approval of the recommended action is consistent with your Board's continued leadership to improve the lives of homeless and at-risk homeless persons. Please return one adopted copy of this letter to the Chief Executive Office, Service Integration Branch.

Respectfully submitted,


WILLIAM T FUJIOKA
Chief Executive Officer

WTF:LS
KH:CSS

Attachments (2)

c: Auditor-Controller
County Counsel
Director and Chief Medical Officer of Health Services
Director and Health Officer of Public Health
Director of Mental Health
Director of Public Social Services

ATTACHMENT A



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES
AND
SKID ROW HOUSING TRUST

FOR

SKID ROW DEMONSTRATION PROJECT FOR CHRONIC
HOMELESSNESS – PROJECT 50 - HOUSING

AGREEMENT NUMBER: AO-08-026

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**AGREEMENT FOR
SKID ROW DEMONSTRATION PROJECT FOR CHRONIC HOMELESSNESS
PROJECT 50 – HOUSING**

This AGREEMENT is entered into this _____ day of _____ 2008, by and between the County of Los Angeles (hereafter "COUNTY") and **Skid Row Housing Trust** (hereinafter referred to as "CONTRACTOR"), 1317 East Seventh Street, Los Angeles, CA 90021 to provide COUNTY with services related to the implementation of Project 50, a Skid Row Demonstration Project for Chronic Homelessness.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, services for assisting with placement into housing the fifty (50) most vulnerable chronic homeless living in Skid Row; and

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances; and

WHEREAS, pursuant to Government Code sections 23005, 26227, and 31000, the County is permitted to contract for such services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

I. APPLICABLE DOCUMENTS

- A. Attachments A, B, C D, E, F, G, and H as set forth below are attached to and form a part of this Agreement.

Attachment A ***Statement of Work and Project Costs***

Attachment B ***Contractor Employee Acknowledgement and Confidentiality Agreement***

Attachment C ***Contractor Grounds for Rejection***

Attachment D ***Safely Surrendered Baby Law Fact Sheet***

Attachment E ***Jury Service Ordinance***

Attachment F ***Charitable Contributions Certification***

Attachment G ***Contractor's EEO Certification***

Attachment H ***Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)***

- B. This Agreement and the Attachments attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

- A. The term of this Agreement shall commence upon the execution of this Agreement by the COUNTY Chief Executive Officer and shall expire on **December 31, 2009** unless sooner extended or terminated, in whole or in part, as provided in this Agreement.
- B. This Agreement may be extended by mutual agreement of COUNTY and CONTRACTOR by amending the Agreement to reflect such extension.

III. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. **Board of Supervisors:** The Board of Supervisors of the County of Los Angeles.
- B. **Contractor:** The sole proprietor, partnership, or corporation which has entered into a contract with COUNTY to perform or execute the work covered by this Agreement.
- C. **County Contract Manager:** The COUNTY person who will monitor and evaluate CONTRACTOR's performance in the daily operation of the Agreement and provide direction to CONTRACTOR in the areas relating to policy, procedures and other matters within the purview of this Agreement. The County Contract Manager for this Agreement shall be **Constance S. Sullivan**, or her designee. All work performed under this Agreement shall be subject to the approval of the County Contract Manager or designee. All notices and other documentation to County Contract Manager shall be sent to:

Constance S. Sullivan
County of Los Angeles
Chief Executive Office
222 South Hill Street, 5th Floor
Los Angeles, CA 90012

- D. **Fiscal Year:** COUNTY's Fiscal Year which commences on July 1 and ends the following June 30.

IV. MAXIMUM AMOUNT AND CONTRACTOR PAYMENT

The Maximum Amount of this Agreement shall be five hundred three thousand, seven hundred fifty-two dollars (\$503,752.00) for the term of this Agreement as set forth in Section II.A, above.

- A. Payment to CONTRACTOR shall be made in arrears at the rates specified in Attachment A, **Statement of Work and Project Costs**, provided that CONTRACTOR is not in default under any provision of this Agreement and has submitted a complete and accurate statement of payment due with documentation attached supporting the statement of payment due. CONTRACTOR's fees shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of CONTRACTOR.
- B. CONTRACTOR shall seek cost reimbursement and shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Attachment A, **Statement of Work and Project Costs** and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Agreement. CONTRACTOR's invoices shall be priced in accordance with and payments shall be as provided in Attachment A, **Statement of Work and Project Costs**, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing no payment shall be due to CONTRACTOR for that work.
- C. CONTRACTOR's invoices shall contain the information set forth in Attachment A, **Statement of Work and Project Costs** describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- D. CONTRACTOR shall submit the monthly invoices to COUNTY by the fifteenth (15th) calendar day of the month following the month of service.

- E. Upon approval of the required deliverables, the County Contract Manager shall review the invoice and make adjustments for any liquidated damages or other offset authorized by this Agreement, and authorize payment of an accurate invoice as soon as possible after receipt of CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment within thirty (30) days following receipt of an invoice which is accurate as to form and content.
- F. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Agreement. Upon occurrence of this event, CONTRACTOR shall send written notification to the County Contract Manager.

V. STATEMENT OF WORK/DELIVERABLES

- A. Pursuant to the provisions of this Agreement, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein and in Attachment A, ***Statement of Work and Project Costs***.
- B. If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

VI. FURTHER TERMS AND CONDITIONS

A. AMENDMENTS TO AGREEMENT

- 1. For any change which materially affects the scope of work, term, contract sum, payments, or any other term or condition included under this Agreement, an Amendment shall be prepared and executed by CONTRACTOR and by the Board of Supervisors or its designee.
- 2. For any change which does not materially affect the scope of work or any other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Manager and CONTRACTOR's designated Contract Manager.
- 3. For any change affecting CONTRACTOR's project personnel, CONTRACTOR shall submit written notification and request to effect the change to the County Contract Manager. The County

Contract Manager or designee, at its discretion, may accept or reject CONTRACTOR's written notification and request.

B. APPROVAL OF WORK

All tasks, "work products" (deliverables), services or other work performed by CONTRACTOR are subject to the written approval of the County Contract Manager or designee. Approval or rejection of deliverable(s) will not be unreasonably withheld by COUNTY.

C. ASSIGNMENT BY CONTRACTOR

1. CONTRACTOR shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Agreement shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
2. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Agreement.
3. Any assumption, assignment, delegation, or takeover of any of the duties, CONTRACTOR'S responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR".

D. ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this Agreement is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished.

F. BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, COUNTY reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by CONTRACTOR under this Agreement shall also be reduced correspondingly. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Agreement.

G. COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

CONTRACTOR shall indemnify and hold harmless COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of CONTRACTOR or its employees, agents, or

subcontractors of any such laws, rules, regulations, ordinances, or directives.

H. **CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of CONTRACTOR must sign and adhere to Attachment B, ***Contractor Employee Acknowledgement and Confidentiality Agreement***. The Contractor Employee Acknowledgment and Confidentiality Agreement shall be filed in CONTRACTOR's personnel records for the employee, and CONTRACTOR shall provide a copy to COUNTY upon request.

I. **CONFLICT OF INTEREST**

1. CONTRACTOR represents and warrants that no County employee whose position in COUNTY enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this Agreement. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.
2. CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.
3. CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County*

*Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. CONTRACTOR must sign and adhere to Attachment C, **Contractor Grounds for Rejection.***

J. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a re-employment list during the life of this Agreement.

K. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

L. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR shall also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply CONTRACTOR with the poster to be used upon request.

M. CONTRACTOR PERSONNEL

CONTRACTOR shall provide qualified personnel to perform work and provide "work products" (deliverables) as indicated in the Agreement.

CONTRACTOR shall ensure that its staff possesses the required professional licenses and certificates, if any, required by the State of California.

N. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

1. CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.
2. As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is COUNTY's policy to conduct business only with responsible contractors.
2. CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

3. COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.
4. If there is evidence that the CONTRACTOR may be subject to debarment, the Chief Executive Office will notify CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. CONTRACTOR and the Chief Executive Office shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
7. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide

change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9. These terms shall also apply to subcontractors of County Contractors.

P. COUNTY LOBBYISTS

CONTRACTOR, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which COUNTY may immediately terminate or suspend this Agreement.

Q. COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all Agreement terms

and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

R. COUNTY'S RIGHT TO RENEGOTIATE AGREEMENT

COUNTY retains the right to renegotiate the terms, conditions and fees during the period of the Agreement if such renegotiation is necessitated by budget shortfalls and reductions.

S. COVENANT AGAINST FEES

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

T. DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Agreement within the following conditions:

1. CONTRACTOR shall develop all publicity material in a professional manner.
2. During the course of performance of this Agreement, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY without COUNTY's prior consent.

3. CONTRACTOR shall not possess any interest, title, or right to any COUNTY case data or records. CONTRACTOR is prohibited from disclosing any identified or unidentified raw COUNTY data to any other party, or from combining any identified or unidentified raw COUNTY data with that of any other CONTRACTOR client or other party into any database or report format for any purpose whatsoever without the express, written authorization of COUNTY.
4. All data collected by CONTRACTOR shall be owned by COUNTY and shall be made available to COUNTY upon request, in an electronic format required by COUNTY. However, this right does not preclude CONTRACTOR's right to use such data for purposes of research, analysis, and publication. Prior to the disclosure of any such data or publication, CONTRACTOR shall obtain the express written consent of COUNTY. Any disclosure of confidential information shall be subject to all federal, state, and local confidentiality laws, rules, regulations, ordinances, and directives relating to confidentiality. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY from any and all loss, damage, or liability resulting from CONTRACTOR's wrongful disclosure of confidential information.
5. The provisions of this Section shall survive the expiration or termination of this Agreement.

U. EMPLOYMENT ELIGIBILITY VERIFICATION

1. CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.
2. CONTRACTOR shall indemnify, defend and hold COUNTY harmless from any employer sanctions or other liability which may be assessed against COUNTY or CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

V. GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

W. INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement. However, CONTRACTOR shall not be obligated to defend and indemnify for County's sole negligence.

X. INDEPENDENT CONTRACTOR STATUS

1. CONTRACTOR shall perform all services hereunder as an independent contractor and is not and shall not be considered as an employee of COUNTY. The Agreement is by and between CONTRACTOR and COUNTY and is not intended, and shall not be construed, to create the relationship of employee, agent, partnership, joint venture, or association, between COUNTY and CONTRACTOR.
2. CONTRACTOR understands and agrees that all persons furnishing services to CONTRACTOR pursuant to this Agreement are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of CONTRACTOR pursuant to this Agreement.
3. CONTRACTOR represents and warrants to COUNTY, and COUNTY relies on such representation and warranty, that CONTRACTOR has the necessary skills, competency and expertise to fully and completely perform the specialized services called for under this Agreement. COUNTY and CONTRACTOR understand and agree that CONTRACTOR is responsible for the means and methods of performing these special services and

accomplishing the results, deliverables, objectives and/or purposes specified and/or requested by COUNTY pursuant to this Agreement.

Y. INSURANCE COVERAGE REQUIREMENTS

1. **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

2. **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3. **Workers' Compensation and Employer's Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible. In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

Z. INSURANCE - GENERAL REQUIREMENTS

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

1. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Lisa Rizzo, County of Los Angeles, Chief Executive Office, Service Integration Branch, 222 S Hill Street, 5th Floor, Los Angeles, CA 90012** prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - a) Specifically identify this Agreement.
 - b) Clearly evidence all coverages required in this Agreement.
 - c) Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
2. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
3. **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such

required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

4. **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:
 - a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
 - b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.
 - c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the County Contract Manager.
 - d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.
5. **Compensation for COUNTY Costs:** In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.
6. **Insurance Coverage Requirements for Subcontractors:** CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:
 - a) CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
 - b) CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to

obtain copies of evidence of subcontractor insurance coverage at any time.

AA. JURY SERVICE PROGRAM COMPLIANCE

1. This Agreement is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy.
 - a) Unless CONTRACTOR has demonstrated to the County's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
 - b) For purposes of this Section, "Contractor" or CONTRACTOR means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted

into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c) If CONTRACTOR is not required to comply with the Jury Service Program when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- d) CONTRACTOR'S violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

BB. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES

CONTRACTOR shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.

CC. LIQUIDATED DAMAGES

- 1. If, in the judgment of COUNTY, CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, COUNTY, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire

monthly payment or deduct pro rata from CONTRACTOR'S invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to CONTRACTOR from COUNTY, will be forwarded to CONTRACTOR by COUNTY, or his/her designee, in a written notice describing the reasons for said action.

2. If COUNTY determines that there are deficiencies in the performance of this Agreement that COUNTY deems are correctable by CONTRACTOR over a certain time span, the COUNTY will provide a written notice to CONTRACTOR to correct the deficiency within specified time frames. Should CONTRACTOR fail to correct deficiencies within said time frame, COUNTY may:

(a) Deduct from CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is Fifty Dollars (\$50.00) per day per infraction, and that CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from COUNTY'S payment to CONTRACTOR; and/or

(c) Upon giving five (5) days notice to CONTRACTOR for failure to correct the deficiencies, COUNTY may correct any and all deficiencies and the total costs incurred by COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to CONTRACTOR from COUNTY, as determined by COUNTY.

3. The action noted in Sub-paragraph 2 shall not be construed as a penalty, but as adjustment of payment to CONTRACTOR to recover COUNTY cost due to the failure of CONTRACTOR to complete or comply with the provisions of this Agreement.
4. This Sub-paragraph shall not, in any manner, restrict or limit COUNTY'S right to damages for any breach of this Agreement provided by law and shall not, in any manner, restrict or limit COUNTY'S right to terminate this Agreement as agreed to herein.

DD. MEETINGS

All meetings between COUNTY and CONTRACTOR will be held at mutually agreed upon locations in Los Angeles County.

EE. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

1. CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
2. CONTRACTOR shall certify to, and comply with, the provisions of Attachment G, ***Contractor's EEO Certification***.
3. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
4. CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
6. CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business

hours to verify compliance with the provisions of this sub-paragraph when so requested by COUNTY.

7. If COUNTY finds that any provisions of this sub-paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that COUNTY has violated the anti-discrimination provisions of this Agreement.
8. The parties agree that in the event CONTRACTOR violates any of the anti discrimination provisions of this Agreement, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

FF. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

GG. NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) calendar days, give notice thereof, including all relevant information with respect thereto, to the other party.

HH. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

II. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment D, ***Safely Surrendered Baby Law Fact Sheet***, of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

JJ. NOTICES

1. Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to COUNTY shall be addressed to:

**Lisa Rizzo
County of Los Angeles
Chief Executive Office
222 S. Hill Street, 5th Floor
Los Angeles, CA 90012
Phone: (213) 974-4602
Email: lrizzo@ceo.lacounty.gov**

The notices and envelopes containing same to CONTRACTOR shall be addressed to:

**Molly Rysman
Skid Row Housing Trust
1317 East Seventh Street
Los Angeles, CA 90021
Phone: (213) 683-0522 ex. 122
Email: molly@skidrow.org**

2. In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

KK. PROHIBITION FROM INVOLVEMENT IN THE BIDDING PROCESS OF FUTURE RFPs

CONTRACTOR understands and agrees that neither CONTRACTOR nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposals developed or prepared by or with the assistance of CONTRACTOR's services rendered pursuant to this Agreement, whether as a prime contractor or subcontractor, or as a contractor to any other prime contractor or subcontractor. Any such involvement by CONTRACTOR shall result in the rejection by COUNTY of the bid or proposal by the prime contractor in question.

LL. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY personnel, and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Agreement are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Section shall survive the expiration or other termination of this Agreement.

MM. RECORDS RETENTION AND INSPECTION

1. Upon receipt of a written request, CONTRACTOR shall, at no cost to COUNTY, make available to COUNTY and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement. Failure on the part of

CONTRACTOR to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement. Such material, including books, records, documents, case files and all pertinent costs, accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after the term of this Agreement, or until such time as all audits are completed, whichever is later. COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

2. Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to CONTRACTOR's operations under this Agreement shall be returned to COUNTY or to such other location in COUNTY as the County Contract Manager may direct. It is understood that all of the materials described above are the property of COUNTY and not of CONTRACTOR.
3. In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by CONTRACTOR or otherwise, CONTRACTOR shall file a copy of each such audit report with the County Contract Manager within thirty (30) days after CONTRACTOR's receipt thereof.

NN. RECYCLED BOND PAPER

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Agreement.

OO. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section N "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Agreement pursuant to Section QQ

"TERMINATION FOR DEFAULT OF CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

PP. TERMINATION FOR CONVENIENCE OF THE COUNTY

1. This Agreement may be terminated by COUNTY in whole or in part when such action is deemed by COUNTY, in its sole discretion, to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a ten (10) calendar day prior written Notice of Termination specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective.
2. If, during the term of this Agreement, COUNTY funds appropriated for the purpose of this Agreement are reduced or eliminated, COUNTY may immediately terminate this Agreement upon written notice to CONTRACTOR.
3. After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a) Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 - b) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
4. After receipt of the Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.
5. In the event it is determined by COUNTY that CONTRACTOR has been overcompensated, COUNTY shall notify CONTRACTOR of the overcompensation, and CONTRACTOR must provide a written response within thirty (30) days of the receipt of such notice, including any refund that may be due COUNTY.

6. COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid to CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.
7. Upon termination of this Agreement, CONTRACTOR shall deliver to COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
8. Upon termination of this Agreement, CONTRACTOR shall comply with the provisions of Section MM, RECORDS RETENTION AND INSPECTION, herein above.

QQ. TERMINATION FOR DEFAULT OF CONTRACTOR

1. COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - a) If CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof;
 - b) If CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of seven (7) calendar days (or such longer period as COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
2. In the event COUNTY terminates this Agreement in whole or in part as provided in this Section QQ, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated. CONTRACTOR shall be liable to COUNTY for any incremental and excess costs for such similar services; or

3. If, after giving Notice of Termination of this Agreement under the provisions of this Section QQ, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Paragraph or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant Section PP, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.
4. Upon termination of this agreement, CONTRACTOR shall adhere to the termination provisions of Section PP, TERMINATION FOR CONVENIENCE OF THE COUNTY, herein above.

RR. TERMINATION FOR IMPROPER CONSIDERATION

1. COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Agreement if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to CONTRACTOR's performance pursuant to this Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.
2. CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

SS. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Agreement during any of COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Agreement in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then

this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

TT. VALIDITY

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

UU. WAIVER

No waiver of a breach of any provision of this Agreement by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.

VV. FACSIMILE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement or any Amendments to this Agreement prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Agreement or any Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

WW. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996. Under this Agreement, CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Attachment H in order to provide those services. COUNTY and CONTRACTOR therefore agree to the terms of Attachment H, ***Contractor's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA).***

IN WITNESS THEREOF, COUNTY has caused this Agreement to be executed by the Chief Executive Officer. CONTRACTOR has caused this Agreement to be executed by its duly authorized representative.

COUNTY OF LOS ANGELES

By _____
WILLIAM T FUJIOKA
Chief Executive Officer

CONTRACTOR

By _____
Michael Alvidrez
Executive Director

Taxpayer Identification No.

APPROVED AS TO FORM:
By the Office of the County Counsel
RAYMOND G. FORTNER, JR.

By _____
MICHELE JACKSON
Deputy County Counsel

Statement of Work and Project Costs

Project 50 Overview

Skid Row Housing Trust (Trust) shall provide fifty (50) permanent housing units, one (1) Project Manager, and two (2) case managers and shall collaborate with staff from County of Los Angeles' (County) Department of Mental Health, Department of Public Social Services, Department of Public Health and Department of Health Services, as well as Common Ground and other collaborators in achieving the goals of the County's Project 50 (Project). As background, the following provides a description of the entire Project, including the elements to be provided by Skid Row Housing Trust as well as all of the other collaborators.

Goal: To place and sustain fifty (50) chronically homeless "anchors" in the Skid Row community in permanent supportive housing.

Objective: Project 50 will utilize Common Ground's Street to Home outreach model and build upon the local success of the Skid Row Collaborative to move fifty (50) adult single individuals identified as chronically homeless "anchors" in the Skid Row community in Los Angeles County into a Housing First program providing permanent supportive housing prior to provision of supportive services. The goal of the Project is to both place and sustain these men and women in permanent supportive housing. The Project will include the following components:

- Street registry and data collection using Common Ground's Street to Home outreach model to identify those "anchors" who have lived on the streets of Skid Row the longest and are most at-risk of dying on the streets as identified through Common Ground's Vulnerability Index; and
- Outreach to engage the anchors and begin the process of connecting the anchors to permanent housing; and
- Housing placement in one of seven (7) permanent housing sites operated by Skid Row Housing Trust; and
- Housing retention services including assisting with County-provided integrated mental health treatment, substance abuse treatment, co-occurring disorders treatment, primary healthcare, benefits advocacy, and case management to ensure that the anchors are able to sustain permanent housing and begin the process of recovery; and

- Program administration to coordinate services provided by various non-profit and county agencies, manage the Skid Row Housing Trust budget, and report back to the County on project progress on a regular basis.

Street research and data collection: Common Ground will provide the street registry and data collection component of Project 50 to identify the 50 anchors in Skid Row. Having Common Ground manage this Project component provides strict adherence to the Street to Home model and provides time to select and train staff to effectively implement the other components of Project 50.

Outreach: Common Ground will provide in-depth, weeklong training to the outreach teams in assessment and engagement requiring a week to complete. The outreach component of the Project will require housing advocates who are skilled individuals knowledgeable about homelessness (either from personal experience or professional experience), mental health, and substance abuse. These individuals will be supervised by a clinician, either a LCSW or a psychiatrist. Common Ground recommends a minimum of four (4) housing advocates per Street to Home team. The outreach component of the Project will be staffed by County departments and contractors, as well as by two Skid Row Housing Trust case managers. Other potential participants from the Veterans Administration and Los Angeles Homeless Services Agency (LAHSA) may be involved.

Housing placement: Housing placement includes:

1. Working with the anchors to complete housing applications;
2. Submitting the required paperwork to qualify for a rental subsidy to the housing authority;
3. Collecting needed documentation of identification, homeless status, income eligibility, TB testing, and disability; and
4. Assisting the anchors to attend all housing related appointments and interviews.

Skid Row Housing Trust shall provide fifty (50) permanent housing units with Shelter Plus Care rental subsidies to the Project over a period of one (1) year. The Trust shall provide these units by targeting vacancies that become available over a period of one (1) year due to natural turnover.

Housing placement services shall be provided by the Trust through one (1) full time Housing Specialist with either an MSW or BSW degree. The Housing Specialist shall work as part of the outreach team, as housing placement needs to be closely coordinated with outreach.

Housing placement can also be aided by including provisions for temporary housing during the application period such as hotel vouchers or rent subsidies. Provisions for a small number of housing options outside Skid Row will be built into the program.

Housing Retention: The housing retention component of the Project will include:

1. The provision of integrated, wrap-around services in permanent housing under the direction of a part-time Program Director (provided by Skid Row Housing Trust).
2. Nursing services for day-to-day medication management, health education, co-occurring disorders treatment, and primary healthcare treatment coordination.
3. Two (2) full-time case managers (provided by Skid Row Housing Trust) will work with Project participants, providing intensive case management services, and running a variety of psycho-educational groups including a Project 50 alumni group.
4. Benefits advocacy to move qualifying participants from the General Relief rolls into the SSI program.
5. Additional primary healthcare and substance abuse treatment services.
6. Other housing retention services, including assistance with locating and securing subsequent housing located outside the historic downtown core for those who choose to relocate.

The key element of these services is that they will have an on-site component in housing such as a medical provider seeing patients one (1) afternoon a week on-site and outpatient substance abuse groups provided on-site.

Program Administration: Because Project 50 will involve a partnership between multiple non-profit and County agencies, Skid Row Housing Trust shall provide a part-time Project Manager to develop Memoranda of Understanding (MOU) if necessary and appropriate, supervise Skid Row Housing Trust staff, manage the budget, coordinate collaboration, collect outcomes data, report regularly to the County, and perform any other necessary administrative tasks.

Skid Row Housing Trust Project 50 Responsibilities

Project 50 will move fifty (50) of the most long term chronically homeless persons, as determined by the County, from the most concentrated area of homelessness in Downtown Los Angeles into permanent supportive housing. Skid Row Housing Trust shall participate in Project 50 by providing fifty (50) housing units utilizing sponsor based Shelter Plus Care assistance, by facilitating application preparation and submission for Shelter Plus Care assistance, by providing housing placement services, and by providing ongoing case management services to retain the fifty (50) homeless persons in permanent supportive housing. The fifty (50) housing units shall be located at the

Pershing Hotel, Sanborn Hotel, Senator Hotel, Weldon Hotel, Boyd Hotel, Rainbow Apartments, and St. George Hotel. All seven (7) properties are located within a compact area in the historic core of downtown Los Angeles bounded by 3rd and 7th Streets and Los Angeles and Main Streets.

Additionally, Skid Row Housing Trust shall provide 3767 combined square feet of commercial office space located at 110 E. 5th St., 114 E. 5th St., and 500 S. Main St., Los Angeles, California for the Project 50 Los Angeles County Integrated Supportive Services team and case management staff. The office space shall include twelve (12) individual offices, space for a medical exam room, and access to a large group room for support groups and staff meetings. Skid Row Housing Trust shall provide all utilities and maintenance for the office space.

PERSONNEL

Skid Row Housing Trust shall provide the following Project personnel during the term of this Agreement:

Project Manager. Skid Row Housing Trust shall provide a .2 full time employee (FTE) to coordinate and provide vision/direction/cohesion to the overall collaborative effort, supervise Project staff, meet monthly with public and private collaborative partners, oversee the Project and collect data on outcomes, manage the budget, develop MOUs if necessary and appropriate, complete and submit required reports, and perform any other necessary administrative tasks.

Housing Specialist/Case Manager. Skid Row Housing Trust shall provide a 1.0 FTE to provide housing assistance through outreach efforts and case management including housing assessment, assistance with housing applications and required documentation, coordination of housing appointments and interviews, housing placement services as discussed above, and move-in assistance. As Project slots are filled, this position shall transition to a traditional Case Manager position, whose duties are specified below.

Case Manager. Skid Row Housing Trust shall provide a 1.0 FTE to provide individual assessment and intensive case management to Project participants, at a ratio of 1 Case Manager to 25 Project participants, coordination of integrated care, and housing retention assistance. Case Managers shall also be responsible for documentation of participant goals, progress, and plans in individualized treatment plans, and data entry as required for program evaluation.

OPERATIONS

Skid Row Housing Trust shall provide the following services/expenses related to Project operations during the term of this Agreement:

Office space: Skid Row Housing Trust shall secure and provide rent for office space at the Pershing Hotel building where some Project participants will be housed and within several blocks of all other housing sites. Skid Row Housing Trust shall provide 3767 square feet of office space which shall include twelve (12) individual offices, space for a

medical exam room, and access to a large group room for support groups and staff meetings. Skid Row Housing Trust shall be solely responsible for the utilities and maintenance of the office space. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$3,700/month x 12 months for a total of \$44,400 per year.

Building improvements for office space: Skid Row Housing Trust shall be responsible for outfitting the office space at the Pershing Hotel building to include the specifications set forth above which includes twelve (12) individual offices, space for a medical exam room, and access to a large group room for support groups and staff meetings. Skid Row Housing Trust shall also be responsible for telecommunications installation including DSL and phone lines. County shall reimburse Skid Row Housing Trust for building improvements in a total amount not to exceed \$51,000.

Program supplies: Skid Row Housing Trust shall be responsible for providing expenses related to participant activities, such as books and materials for educational and recovery workshops and groups, incentives for Project participation, medical supplies for the nurse, recreational and community building activities, resident events, and therapeutic activities like art, photography and writing workshops. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$375 per month for a total of \$4,500 per year.

Office supplies: Skid Row Housing Trust shall be responsible for providing all necessary office supplies for use by Trust provided Project staff. Reimbursement rates are based on current annual office supply expenses - \$30 per month. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$66 per month for a total of \$792 per year. *(This amount does not include the cost of office supplies for County staff that will be located at the Trust provided office space.)*

Office equipment: Skid Row Housing Trust shall be responsible for providing all necessary office equipment for use by Trust provided Project Staff and County staff at the Trust provided office space, excluding computers for County staff. County shall reimburse Skid Row Housing Trust for expenses related to the purchase of computers for Case Managers, and telephones, fax machines, printers, and copy machines for all staff, including County staff, located at the Trust provided office space. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$6,000 during Year One and \$500 during Year Two. *(This amount does not include the cost of computers for County staff who will be located at the Trust provided office space.)*

Furniture: Skid Row Housing Trust shall be responsible for providing all office furniture for the Trust provided office space. County shall reimburse Skid Row Housing Trust for expenses related to the purchase of office furniture including desks, chairs, and file cabinets for twelve (12) individual offices, space for a medical exam room, and a large group room. County shall reimburse Skid Row Housing Trust in an amount not to exceed \$12,500 during Year One and \$2,500 during Year Two.

Telecommunications: Skid Row Housing Trust shall be responsible for the provision of telecommunications at the Trust provided office space. The telecommunications will provide the critical communication needed to coordinate the Project with multiple sites where services and housing are offered. County shall reimburse Skid Row Housing Trust for expenses related to the use of land line phones (15 land lines x \$50/month x 12 months = \$9,000 per year), cell phones (2 cell phones x \$75/month x 12 months = \$1800 per year), and DSL/Internet (3 DSL/T-1 lines x \$100/month x 12 months = \$3600 per year) in a total amount not to exceed \$14,400 per year.

Parking: Skid Row Housing Trust shall provide parking for twelve (12) Integrated Supportive Services Team members at \$100/month per person for twelve (12) months in a total amount not to exceed \$14,400 per year.

TRANSITIONAL HOUSING:

While participants are awaiting Shelter Plus Care applications to be approved, rent for approximately one (1) month per participant may be required. If Skid Row Housing Trust supplies these units, rent shall be calculated at \$638.00 X 50 participants plus 20% to allow for contingencies that delay funding approval. County shall reimburse Skid Row Housing Trust in a maximum total amount not to exceed \$38,280.00 for initial housing costs, in the event they are provided by Skid Row Housing Trust.

REPORTS

Project 50 Six Month Progress Report: Skid Row Housing Trust shall submit Progress Reports every (6) six months during the term of this Agreement. Progress Reports shall include the following:

1. Project 50 participant housing census
 - a. Total number of participants who have accessed housing
 - b. Number of new participants accessing housing
 - c. Number of new participants with housing applications in process
 - d. Number of participants exited housing
 - i. Reason for exit
 - ii. Destination at exit if known
2. Basic participant demographics
3. Case management service utilization
 - a. Number of participants developing individualized treatment plans
 - b. Number of participants participating in a housing retention group

Project Costs

PERSONNEL		Year one	Year two	TOTAL
Project Manager	.2 FTE	\$ 13,000.00	\$ 13,390.00	\$ 26,390.00
Housing Specialist/Case Manager	1 FTE	\$ 40,000.00	\$ 41,200.00	\$ 81,200.00
Case Manager	1 FTE	\$ 40,000.00	\$ 41,200.00	\$ 81,200.00
Benefits		\$ 23,250.00	\$ 23,948.00	\$ 47,198.00
SUBTOTAL		\$116,250.00	\$119,738.00	\$235,988.00
OPERATIONS				
Rent for Office Space (including utilities and maintenance)	\$3700 * 12 mos.	\$ 44,400.00	\$ 44,400.00	\$ 88,800.00
Building improvements		\$ 51,000.00		\$ 51,000.00
Program supplies	\$375 * 12 mos.	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00
Office supplies	\$66 * 12 mos.	\$ 792.00	\$ 792.00	\$ 1,584.00
Office equipment		\$ 6,000.00	\$ 500.00	\$ 6,500.00
Furniture		\$ 12,500.00	\$ 2,500.00	\$ 15,000.00
Telecommunications		\$ 14,400.00	\$ 14,400.00	\$ 28,800.00
Parking	\$1200 * 12 mos.	\$14,400.00	\$14,400.00	\$28,800.00
SUBTOTAL		\$ 147,992.00	\$ 81,492.00	\$229,484.00
TOTAL		\$264,242.00	\$201,230.00	\$465,472.00

TRANSITIONAL HOUSING Costs

Rent/Unit/month	Maximum number of units	Year One Cost	Contingency allowance for Year One	Maximum Year One Rental Cost
\$638.00	50	\$31,900.00	\$6,380.00	\$38,280.00

The Total Maximum Contract Sum including Personnel costs, Operations costs, and Transitional Housing costs shall not exceed **\$503,752.00**

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

ATTACHMENT B
Page 2 of 2

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
continued

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

ATTACHMENT C

**CONTRACTOR
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, *Certain Contracts Prohibited*, sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specifications; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Agreement do not fall within the scope of *Code Section 2.180.010* as outlined above.

Typed Name and Title of Signer

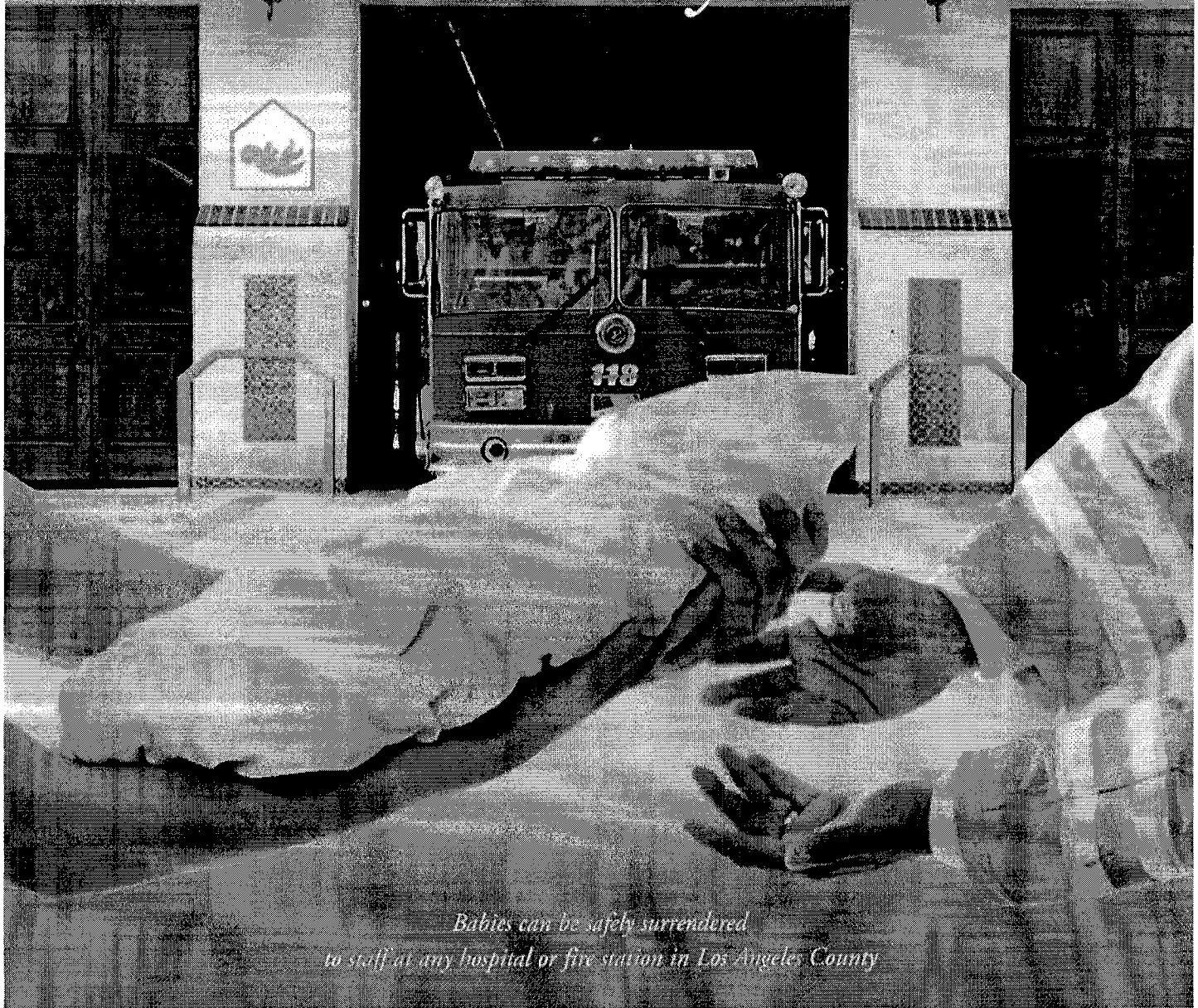
Signature

Date

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law



Babies can be safely surrendered to staff at any hospital or fire station in Los Angeles County.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a business reply envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

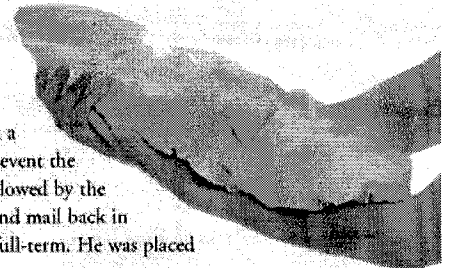
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report

no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end

the violation within the time specified by Covered Entity; or

- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

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- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/07

ATTACHMENT B

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENTDEPT'S. 140
No.

DEPARTMENT OF PUBLIC SOCIAL SERVICES

12-24 2007

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

3-VOTE

SOURCE

Public Social Services

Other Charges

A01-SS-25900-5500

~~\$3,200,000~~

\$3,215,000 cy 12/24/07

USES

Chief Executive Office

Services & Supplies

A01-A0-26685-2000

~~\$3,200,000~~

\$3,215,000 cy 12/24/07

JUSTIFICATION

Reflects the transfer of available \$3.2 million Homeless and Housing Program Funds (HHPF) from the Department of Public Social Services to the Chief Executive Office to fund the Project 50 Housing and Case Management Services.

Jose R. Perez / ch

Jose R. Perez, Chief

CHIEF ADMINISTRATIVE OFFICER'S REPORT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15

JAN 08 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICERREFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR—

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

DECEMBER 24 2007

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

No. 86

Dec. 24 2007

BY

DEPUTY COUNTY CLERK

SEND 6 COPIES TO THE AUDITOR-CONTROLLER